

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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LOUIS A. DEL VALLE,

Plaintiff,

**STIPULATION AND
PROTECTIVE ORDER**

-against-

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 14-14B,

10 Civ. 5210 (ERK)
(RLM)

Defendant.

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WHEREAS, Defendant has sought in discovery in this action, certain documents which plaintiff deems confidential, and

WHEREAS, plaintiff objects to the production and/or use of those documents unless appropriate protection for their confidentiality is assured.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for plaintiff and defendants, as follows:

1. As used herein, "Confidential Materials" shall mean all documents produced or sought to be produced pursuant to medical authorizations executed by plaintiff for the release of his medical records to defendant's counsel and to plaintiff's counsel. The documents, including any references to them in deposition transcripts, proceedings, motion papers and other filings with the Court, shall be designated as "Confidential."
2. Neither defendant nor defendant's attorney shall use the Confidential Materials for any purpose other than for the preparation or presentation of defendant's case in this action.

3. Neither defendant nor defendant's counsel shall disclose the Confidential Materials to any person or entity, except under the following conditions:
 - a. Disclosure may be made only if necessary to the preparation or presentation of defendant's defense in this action.
 - b. Disclosure before trial may be made only to the defendant, to an expert who has been retained or specially employed by defendant's attorney in preparation for this action, to a witness at deposition, or to the Court.
 - c. Before any disclosure is made to a person listed in subparagraph (b) above (other than to the Court), defendant's attorney shall provide each such person with a copy of this Stipulation and Protective Order, and such person shall consent in writing, in the form annexed hereto as Exhibit A, not to use the Confidential Materials for any purpose other than in connection with the defense of this case and not to further disclose the Confidential Materials except in testimony taken in this case. The signed consent shall be retained by defendant's attorney and a copy shall be furnished to plaintiff's attorney within ten (10) days.
 - d. Disclosure may be made to any member of the staff of defendant and defendant's attorney's law office to whom such disclosure is reasonably necessary to the preparation or presentation of defendant's defense of the case in this action.
4. Deposition testimony concerning any Confidential Materials that reveals the contents of such materials shall be deemed confidential, and the transcript of such testimony, together with any exhibits referred to therein, shall be separately bound, with a cover

page prominently marked "CONFIDENTIAL." Such portion of the transcript shall be deemed to be Confidential Materials within the meaning of this Stipulation and Protective Order.

5. If any paper which incorporates any Confidential Materials or reveals the contents thereof

the filing party shall file that paper
 is filed in this Court, ~~those portions of the papers shall be delivered to the Court enclosed~~
under seal via ECF and shall simultaneously
~~in a sealed envelope bearing the caption of this action, an indication of the nature of the~~
publicly file, via ECF, a copy of said paper,
~~contents, and the following legend:~~
~~redacted to omit any portion that reflects or~~
CONFIDENTIAL *reveals any Confidential*
Materials.

~~This envelope contains documents or information designated confidential pursuant to an order entered by the United States District Court for the Eastern District of New York in the above-captioned action. This envelope shall not be opened or unsealed without the express direction of a judge of this Court, and its contents shall not be displayed or revealed except as the Court may order. This envelope and its contents shall at all times be maintained separate and apart from the publicly available files of this case.~~

Within 30 days after the termination of this case, including any appeals, the Confidential Materials, including all copies, notes, and other materials containing or referring to information derived therefrom, shall be returned to plaintiff, at the reasonable expense of plaintiff, and all persons who possessed such materials, other than defendant's attorney shall verify their return by affidavit or certification furnished to plaintiff's attorney; defendant's attorney shall represent that all Confidential Materials have been returned; provided that notes and other materials that are or contain the work product of attorneys may be retained. However, any such retained work product shall not be used by defense counsel in any other case involving or regarding plaintiff and the same shall be verified to plaintiff's attorney.

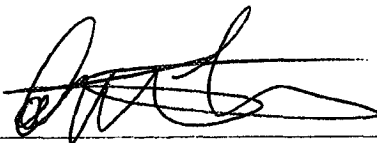
6. Nothing in this Stipulation and Protective Order shall be construed to limit plaintiff's use of the Confidential Materials in any manner.

Dated: New York, New York
January 4, 2012

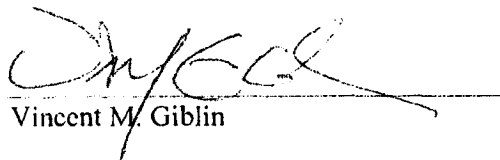
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Dated: New York, New York
January 4, 2012

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By: 

Antonia Kousoulas

By: 

Vincent M. Giblin

SO ORDERED:

United States District Judge

EXHIBIT A

The undersigned hereby acknowledges that she/he has read the Stipulation and Protective Order entered in the United States District Court for the Eastern District of New York on _____, 2012 in the action entitled DelValle v. IUOE Local 14-14B, 10 Civ. 5210 (ERK) (RLM), or has been advised of its provisions and/or contents and understands the terms thereof. The undersigned agrees not to use the Confidential Materials defined therein for any purpose other than in connection with the prosecution of this case, and will not further disclose the Confidential Materials except in testimony taken in this case.

Date

Signature

Print Name

Occupation